

1078 US Route 2, Middlesex
Drawer 33 Montpelier, VT 05633-07601
(Phone) 802-828-2211
(Fax) 802-828-2222
www.bgs.state.vt.us/pca

SEALED BID REQUEST FOR PROPOSAL

Custodial Cleaning Products- Environmentally Preferable

DATE: November 30, 2005

REQUISITION NUMBER: EPCLEAN

QUESTIONS DUE BY: December 15, 2005

DUE DATE and BID OPENING: January 4, 2006

TIME OF BID OPENING: 2:00 pm

LOCATION OF BID OPENING: 1078 US Route 2, Middlesex

***ALL NOTIFICATIONS, RELEASES AND AMENDMENTS WILL BE POSTED AT:
www.bgs.state.vt.us/pca/bids. THE STATE WILL MAKE NO ATTEMPT TO CONTACT
VENDORS WITH UPDATED INFORMATION. IT WILL BE THE RESPONSIBILITY OF
EACH VENDOR TO PERIODICALLY CHECK THIS SITE FOR THE LATEST DETAILS.***

PURCHASING AGENT: Judy Jamieson
TELEPHONE: (802) 828-2217
E-MAIL: judith.jamieson@state.vt.us
FAX: (802) 828-2222

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November 30, 2005

**REQUEST FOR PROPOSAL
Custodial Cleaning Products,
Environmentally Responsible**

Address

This form must be completed and submitted as part of the response for the proposal to be considered valid.

The undersigned agrees to furnish the products or services listed at the prices quoted and, unless otherwise stated by the vendor, the Terms of Sales are Net 30 days from receipt of service or invoice, whichever is later. Percentage discounts may be offered for prompt payments of invoices; however, such discounts must be in effect for a period of 30 days or more in order to be considered in making awards.

VERMONT TAX CERTIFICATE AND INSURANCE CERTIFICATE

To meet the requirements of Vermont Statute 32 V.S.A. subsection 3113, by law, no agency of the State may enter into extend or renew any contract for the provision of goods, services or real estate space with any person unless such person first certifies, under the pains and penalties of perjury, that he or she is in good standing with the Department of Taxes. A person is in good standing if no taxes are due, if the liability for any tax that may be due is on appeal, or if the person is in compliance with a payment plan approved by the Commissioner of Taxes, 32 V.S.A. subsection 3113. In signing this bid, the bidder certifies under the pains and penalties of perjury that the company/individual is in good standing with respect to, or in full compliance with a plan to pay, any and all taxes due to the State of Vermont as of the date this statement is made.

Bidder further certifies that the company/individual is in compliance with the State's insurance requirements as detailed in section 21 of the Purchasing and Contract Administration Terms and Conditions. All necessary certificates must be received prior to issuance of Purchase Order. If the certificate of insurance is not received by the Division of Purchasing and Contract Administration within five (5) days, the State of Vermont reserves the right to select another vendor. Please reference this RFQ# when submitting the certificate of insurance.

Insurance Certificate: Attached _____ Will provide upon notification of award: _____ (within 5 days)

Delivery Offered _____ Days After Notice of Award

Terms of Sale _____

Quotation Valid for _____ Days _____

Date: _____

Name of Company: _____

Telephone Number: _____

Fed ID or SS Number: _____

Fax Number: _____

By: _____
Signature (Bid Not Valid Unless Signed)

Name: _____
(Type or Print)

This is NOT AN ORDER

All returned quotes and related documents must be identified with our request for quote number.

1. OVERVIEW

- 1.1. **SCOPE:** The Vermont Purchasing and Contract Administration Division is seeking to establish purchasing agreements with one or more companies that can provide **Environmentally Preferable Custodial Cleaning Products** that will:

- Effectively perform in the task for which they are formulated, and
- Meet or exceed health, safety and environmental criteria established for this RFP.

In addition:

- Contractors must support and be involved in promoting and maintaining the intention of any contract resulting from this RFP to provide only Vermont approved health, safety and environmentally preferable custodial cleaning products in all state buildings

All cleaning products used in State of Vermont buildings shall be safer than traditional cleaning products for custodial staff to use, and safer for building occupants and visitors. This commitment to sound environmental stewardship by providing products that protect the health of people and are better for the environment will result in reduced state operating expenses by reducing potential liability, reducing absenteeism resulting from work-related illness, reducing related expenses for accidents and related compensation, and expense associated with use of regulated hazardous materials.

BACKGROUND:

April 22, 1994, Earth Day, then State of Vermont Governor Howard Dean issued an Executive Order establishing a *Clean State Program* for state government.

Dated July 1, 1995, the resulting Clean State Council developed a Materials Management Plan, with the intent to institutionalize in state government the purchase, use, and reuse of products that promote the environmental practices of resource conservation and pollution prevention. Among the goals and objectives established was the procurement of non-toxic or less toxic cleaning and maintenance supplies to minimize workplace exposure to hazardous cleaning chemicals and minimize any negative environmental results from state cleaning operations.

June 1996- the Division of Purchasing issued a request for proposal for Environmentally Responsible Cleaning Chemicals. The scope included the desire to purchase a complete line of more environmentally sensitive cleaning products where available and found to be effective alternatives. Contract awards were split between two vendors.

April 2001- the start date of a new generation of Environmentally Preferable Custodial Cleaning Products contracts. The Environmental, Safety and Occupational Health (ESOH) Criteria for Custodial Products, dated March 30, 2000, establishes mandatory and critical product exclusion criteria. Non-critical criteria were scored items using the Manufacturer's Product Assessment Tool (MPAT). Top scoring products for each category of use were tested in state buildings for effectiveness for purpose intended. Contracts were established with three successful bidders.

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- 1.2. **CONTRACT PERIOD:** Contracts arising from this request for proposal will be for a period of 24-months with an option to renew for two additional 12 -month periods. Proposed start date will be May 1, 2006.
- 1.3. **SINGLE POINT OF CONTACT:** All communications concerning this Request For Proposal (RFP) are to be addressed in writing to the attention of: Judy Jamieson, Purchasing Agent, State of Vermont, Purchasing and Contract Administration Division, 1078 US Route 2 - Middlesex, Drawer 33, Montpelier, VT 05633-7601. Judy Jamieson, Purchasing Agent is the sole contact for this proposal. Attempts by bidders to contact any other party could result in the rejection of their proposal.
- 1.4. **QUESTION AND ANSWER PERIOD:** Any vendor requiring clarification of any section of this proposal or wishing to comment or take exception to any requirements or other portion of the RFP must submit specific questions in writing no later than December 15, 2005). Questions may be e-mailed to judith.jamieson@state.vt.us, or sent through the mail to: Judy Jamieson, Purchasing Agent, Vermont Purchasing and Contract Administration Division, 1078 US Route 2, Middlesex, Drawer 33, Montpelier, VT 05633-7601. Any objection to the RFP or to any provision of the RFP, that is not raised in writing on or before the last day of the question period is waived. At the close of the question period a copy of all questions or comments and the State's responses will be posted on the State's web site www.bgs.state.vt.us/pca/bids. Every effort will be made to have these available as soon after the question period ends, contingent on the number and complexity of the questions.
- 1.5. **CONTRACT VALUE/QUANTITY:** It is not possible to accurately anticipate expenditures, based requirements that state agencies use EP products in state buildings. The estimated annual value may exceed \$100,000.00 for State of Vermont agencies. The annual value and quantities are estimated only based on prior usage and may be increased or decreased to meet actual requirements.

Estimates by Buildings and General Services Maintenance Division for number of cleaning product dispensers: Central (Montpelier area) is 33; Waterbury Complex is 18; Northwest (Chittenden County, Middlebury, St. Albans) is 44; Northeast (Saint Johnsbury, Newport, Derby) is 15; southern Vermont quantity is unavailable at this time. Estimates for number of hand soap dispensers: Central is 201; Waterbury is 164; Northwest is 187; Northeast is 75.
- 1.6. **METHOD OF AWARD:**
 - 1.6.1. **CONTRACT AWARD:** Awards will be made under the provisions of VSA Title 29 Chapter 49 § 903. The State may award one or more contracts and reserves the right to make additional awards to other vendors who submitted proposals at any time during the first year of the contract if such award is deemed to be in the best interest of the State. Preference shall be given to resident bidders of the State and products raised or manufactured in the State all other things being equal.
 - 1.6.2. **EVALUATION CRITERIA:** Evaluation and consideration shall include but is not limited to: price; efficacy of products (how well they work for the use intended); health, safety and environmental criteria; ability to meet specifications; dispensing systems; service; perceived commitment to support State of Vermont executive orders, policies, and intention of contract to protect human health and the environment; customer service and delivery capabilities. Evaluation process: 1) environmental health and safety criteria, 2) pricing and other requirements, 3) performance efficacy testing in state buildings.

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- 1.7. **CONTRACT TERMS:** The selected vendors will sign a contract with the State to provide the items named in their responses, at the prices listed. Minimum support levels, as well as terms and conditions from this RFP and the vendor's response will become part of the contract. This contract will be subject to review throughout its term. The State will consider cancellation upon discovery that a vendor is in violation of any portion of the agreement, including an inability by the vendor to provide the products, support and/or service offered in their response and required by this RFP. Contract must support the EP intentions of this RFP and the State of Vermont.
- 1.8. **ATTACHMENTS:**
 - 1.8.1. Specifications and Requirements-Environmentally Preferable Cleaning Products dated November 2005.
 - 1.8.2. Bidder Response Cover Sheet
 - 1.8.3. Category/Product Summary Form (reproduce & submit for each product)
 - 1.8.4. Purchasing and Contract Administration Terms and Conditions dated November 1, 2004
 - 1.8.5. Recycled Materials or Products Report dated November 1, 2004
 - 1.8.6. Mercury Content Certification dated February 3, 2003
 - 1.8.7. Tax Certification
 - 1.8.8. Political Subdivisions Questionnaire
 - 1.8.9. Purchasing Card Questionnaire
 - 1.8.10. Offshore Outsourcing Questionnaire
- 1.9. **DELIVERY:** All pricing is to include F.O.B. delivery to the ordering facility. No request for extra delivery cost will be honored. All equipment shall be delivered assembled, serviced, oiled and ready for immediate use, unless otherwise requested by the purchasing agency. Includes installation & training on dispensers. Liability for product delivery remains with the contractor until properly delivered and signed for in accordance with the Division of Purchasing and Contract Administrations terms and conditions.
- 1.10. **QUALITY:** All products provided under these agreements will be new and unused, unless otherwise stated. Factory seconds or remanufactured products will not be accepted unless specifically requested by the purchasing agency. All products provided by the contractor must meet all federal, state and local standards for quality and safety requirements. Products not meeting these standards will be deemed unacceptable and returned to the contractor for credit at no charge to the State.
- 1.11. **DISPENSERS/EQUIPMENT:** Dispensers and containers must reduce worker exposure to cleaning chemicals, control dilution rates, and it is desirable that they be tamper-proof. Dispensers shall be provided free-of-charge to those locations purchasing products. Ownership and maintenance of dispensers shall remain with the contractor, and shall be returned to the contractor upon termination of contract. See also Dispenser and Container information in Specification section.
- 1.12. **TECHNICAL SUPPORT/TRAINING:** Training on product use and general support for custodial staff is required of contractor. Training may be one-on-one or groups and may include

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seminars presented or arranged by contractor. Prompt response to questions and concerns is required within two-hours of contact by SOV BGS staff during regular working hours.

It is a requirement that vendors awarded a contract as a result of this RFP provide ongoing support for the health and environmental policies of the state and the intention of this RFP. Attempts to promote or sell any products to state agencies and departments that are not approved by Purchasing and Contract Administration will result in the vendor removing the products from state premises at their own expense, crediting the cost of the product to the purchaser, and may result in cancellation of the contract. At termination of contract, whether at normal end date according to contract terms or for other reasons, the contractor will assist in an agreeable and smooth transition to other contract items, including but not limited to, allowing dispensers to remain on site to use up existing product if user desires, and removing dispensers at a time convenient to users.

- 1.13. **SUPPORT DOCUMENTATION:** Contractor must supply all using locations with MSDS at time of delivery. It is desirable for contractor to provide a catalog or binder with only contract items listed, with pictures of product and MSDS for each product on contract, to each location using product. It is desirable to provide how-to information and posters for users.
- 1.14. **AVAILABILITY:** Contract items shall be available in contractor's inventory to allow for delivery within 2 to 5 days of receipt of order.
- 1.15. **METHOD OF ORDERING:** Purchase orders must be used to order items available under this contract. If verbal orders are given a confirming purchase order must be issued.
- 1.16. **PRICING: DELIVERABLES & TIME TABLE:** Deliveries shall be made within 2 to 5 days of receipt of order, and at prices agreed to in the contract.
- 1.17. **INVOICING:** All invoices are to be rendered by the Contractor on the vendor's standard billhead and forwarded directly to the institution or agency ordering materials or services.
- 1.18. **REMITTANCE OF PAYMENT:** Specify the address to which payments will be sent.
- 1.19. **USAGE REPORTING:** Contractors will be required to submit quarterly product sales reports. These reports will cover the following time periods, and must be sent to the purchasing agent no more than fifteen (15) days after the end of the identified reporting period: Each report must contain the following information: Contract number; the using departments address, contact name and telephone number; product ordered; quantity ordered; quantity shipped; price charged with totals for each product for each reporting periods.
- 1.20. **REPORTING PERIODS:** The first report must be received by the end of the first quarter and quarterly thereafter in accordance with the following schedule:

Reporting Period	Report Due
January 1 -March 31	April 15
April 1 - June 30	July 15
July 1 - September 30	October 15
October 1 - December 31	January 15

Please submit a sample of your current reporting documents.

2. **DETAILED REQUIREMENTS: (See Specification and Requirements, attached)**

3. **GENERAL INFORMATION:**

- 3.1. **PURCHASING CARD:** The State implemented a VISA Purchasing Card Program. The Visa card will be used for purchasing and paying for small dollar, non-contract items with a total value of \$2,500.00 or less per transaction. Where appropriate, the State has elected to use the card as a form of payment for items under contract. The Visa Purchasing Card can be used with any vendor that accepts Visa as a form of payment. Vendors are required to respond to the attached Purchasing Card Questionnaire.
- 3.2. **VERMONT STATE COLLEGES:** This contract may also be issued on behalf of the Vermont State Colleges Inc., a separate corporation, having under its jurisdiction Castleton State College, Johnson State College, Lyndon State College and the Vermont Technical College. This contract would also apply to the University of Vermont.
- 3.3. **POLITICAL SUBDIVISIONS AND INDEPENDENT COLLEGES OF THE STATE OF VERMONT:** It is requested that bidders complete, sign and return the attached Political Subdivisions Questionnaire regarding their willingness to extend the same contract pricing to these entities. Political subdivisions and independent colleges of the State may participate in State contracts at the same prices, terms and conditions. Items furnished to political subdivisions and independent colleges will be billed directly to and paid for by the political subdivisions or independent colleges and neither the State nor its Commissioner of Buildings and General Services personally or officially assumes any responsibility for these payments.

4. **ENVIRONMENTALLY PREFERABLE PURCHASING:**

The State of Vermont is a national leader in the development and application of Environmentally Responsible Purchasing and control of Hazardous Material Use. Environmentally Preferable Purchasing means “products and services that have a lesser or reduced effect on human health and the environment when compared with competing products or services that serve the same purpose. This comparison may consider raw material acquisition, production, manufacturing, packaging, distribution, re-use, operation, maintenance, or disposal of the product or service” (Presidential Executive Order 13101; US EPA; generally accepted by industry).

We have established specific goals and objectives aimed at: providing sound environmental stewardship, protection of human health, reducing state operating expenses associated with the use and control of regulated hazardous materials, and reduction of potential liability attributable to environmental impact. Therefore, the following environmental criteria shall be considered for all state purchasing and contracts.

- 4.1. **Mercury Content:** The State of Vermont is committed to minimizing the amount of mercury utilized in its operations, and desires to eliminate the purchase of products that contain mercury whenever feasible alternatives exist at a reasonable cost and comparable performance. Where mercury-free alternative products do not exist, preference will be given to the purchase of products with the lowest (documented) total mercury content feasible and products that bear a mercury content warning label as required of product manufacturers under Vermont law, Executive Order #03-02. The State of Vermont urges suppliers to continue to develop, produce, and bring to market appropriate, cost competitive, and effective mercury-free replacements.
- 4.2. **Paper Recycling Content:**

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- 4.2.1.1. **Copier Paper:** The specification shall be for processed chlorine free, and recycled content of a minimum of 30% post-consumer content, meeting the EPA guideline.
- 4.2.1.2. **Printing and Writing Paper:** The specification minimum shall be 30% post consumer for non-coated, and 10% for coated paper. Preference for chlorine free shall be given when suitable choices are available.
- 4.2.1.3. **Chlorine Free Paper/Alternate Bid:** The state desires to reduce the use of chlorine in the products it purchases to protect the environment from pollution (Executive Order 06-94). PCF paper is Processed Chlorine Free, i.e. recycled paper in which the recycled content is processed unbleached or bleached without chlorine or chlorine derivatives. Any virgin material portion of the paper must be TCF (Totally Chlorine Free).
- 4.2.2. **Sustainable Products:** Vendors are encouraged to provide alternate quotations on wood or paper products that are derived from sustainably managed forestlands. Such products must be independently third-party certified to acceptable standards. Sustainable-managed forest lands shall be defined as those lands enrolled and licensed under one of the following: Sustainable Forestry Initiative Program, the American Tree Farm System, the Canadian Standards Association's Sustainable Forest Management System Standards, the Finnish Standard, Forest Stewardship Council, Pan-European Forest Certification, Swedish Standard, the United Kingdom Woodland Assurance Scheme or other such credible programs as they are developed and implemented. Vendors must provide satisfactory documentation of certification with their bid.
- 4.2.3. **Life Cycle Cost Evaluation:** Life cycle cost analysis shall extend beyond the cost of purchasing, to include installing, operating, maintaining, durability and disposing of a particular piece of equipment or product.
- 4.2.4. **Take Back Provisions:** It may be preferable to have product or equipment returned to the provider at the end of its useful life to provide for environmentally conscientious disposal. If you have a take-back program please provide details that include methodology and any costs associated with it. Detail the program by addressing each of the following: date the program is or will be in operation, type of equipment being taken back or proposed to be taken back, volume of equipment being recycled/disposed or proposed, certificates of disposal, disk storage cleaning, take-back charge by type of equipment, and compliance with federal or other regulatory authorities regarding disposal. The State of Vermont reserves the right to request additional information.
- 4.2.5. **Energy Efficiency (Energy Star):** State of Vermont Agencies and Departments are directed to reduce greenhouse gas emissions from state government buildings and operations (Executive Order # 14-03). To improve our energy performance and help the environment by reducing our energy use, purchases shall be made only for reduced energy-consuming devices that meet or exceed the Energy Star or comparable standards established by the U.S. federal government, where possible, without compromising quality or performance. These products use 25 to 50 percent less energy than their traditional counterparts. Reduced energy consumption will result in fewer fossil fuels burned and greenhouse gas emissions reduced,

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lessening air pollution. Energy efficient products often have an extended product life and decreased maintenance costs, and provide a return on investment due to a reduction in energy costs.

4.2.6. **Design for the Environment:** Bidder must describe their environmental program in each of the following areas: reduction/minimization/avoidance of use of toxic and hazardous constituents (cadmium, chromium, mercury, lead,) compliance with international directives such as the European Unions' Directive "Restriction of Hazardous Substances", reduction of chlorinated plastics (PVC) and brominated flame retardants, compliance with the European Union's WEEE Directive requiring the recycle or reuse of old equipment, certification by independent third party eco-labeling program (TCO, Blue Angel, etc.) the use of recyclable, nontoxic packaging.

4.2.7. **Alternative Fuels:** Specifications for vehicles and other fuel consuming equipment shall consider not only fuel efficiency, but also the type of fuel so as to provide lower emissions of greenhouse gases and pollutants.

5. **VENDOR RESPONSE CONTENT AND FORMAT:** The instructions and format for the submission of proposal information are designed to ensure the provision of data considered essential to the understanding and comprehensive evaluation of the bidder's proposal. There is no intent to limit the content of the proposals, nor in any way to inhibit a presentation in other than the vendor's favor. The vendor may include such additional information or data as may be appropriate, or offer alternate solutions but should not exclude any portion requested in this document. The bidder is responsible for reading all of this RFP and is responsible for a complete response. All proposals should contain the following information.

SUBMISSION REQUIREMENTS:

5.1. **BIDDER RESPONSE COVER SHEET** with the following included or attached (place on top of Response to RFP)

5.1.1. **IDENTITY OF PREPARER(S).** A statement identifying individuals who were involved in the preparation of the proposal as well as a single point of contact for clarification of information must be included. This may be included on the provided Bidder Response Cover Sheet. Elaborate as needed.

5.1.2. **BACKGROUND AND EXPERIENCE.** Provide a full description of the experience you have had in providing, training, supporting contracts for environmentally preferable cleaning products. A minimum of two years is required. It is desirable to include detail of (free) training offered.

5.1.3. **REFERENCES.** Provide the names, address and phone numbers of at least three companies with whom you have transacted similar business in the last 12 months. You must include contact names that can talk knowledgeably about performance.

5.2. **CATEGORY/PRODUCT SUMMARY FORM:**

5.2.1. **PRICING:** Include pricing, along with UOM, packaging, etc. on each Category/Product Summary Form. **Cost per usable quart**, correctly calculated using recommended dilution rate, quoted cost and volume of package, must be included.

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- 5.2.2. **DETAILED PRODUCT INFORMATION:** Complete one form for each product submitted. Reproduce form as needed. All product information must be responded to accurately for product.
- 5.2.3. **EP DOCUMENTATION:** Attach documentation (certification, etc.) that supports claim to environmentally preferable product.
- 5.2.4. **MATERIAL DATA SAFETY SHEET:** Attach MSDS to Product Summary Form.
- 5.2.5. **PRODUCT INFORMATION SHEETS:** Attach informational specifications sheets specific to product.
- 5.3. **RECYCLED MATERIALS OR PRODUCTS REPORT:** All bidders are to complete the attached report on any of the materials or products being quoted.
- 5.4. **MERCURY CERTIFICATION:** Specify the amount of mercury contained in any of the materials or products being quoted by completing the attached certification form
- 5.5. **TAX CERTIFICATE:** This form must be completed and submitted as part of the response for the proposal to be considered valid.
- 5.6. **POLITICAL SUBDIVISION QUESTIONNAIRE:** : It is requested that bidders complete, sign and return the attached Political Subdivisions Questionnaire regarding their willingness to extend the same contract pricing to these entities.
- 5.7. **PURCHASING CARD:** Respond to the purchasing card questions in 3.1 by completing the attached questionnaire.
- 5.8. **OFFSHORE OUTSOURCING QUESTIONNAIRE:** All bidders are to complete the attached questionnaire.
- 6. **PROPOSAL SUBMISSION:**
 - 6.1. **CLOSING DATE:** The closing date for the receipt of proposals is January **4, 2006 at 2:00 pm**. Bid must be delivered to: Vermont Purchasing and Contract Administration Division, 1078 US Route 2 - Middlesex, Drawer 33, Montpelier, VT 05633-7601 prior to that time. Proposals or unsolicited amendments submitted after that time will not be accepted and will be returned to the vendor.
 - 6.2. The bid opening will be held at 1078 US Route 2, Middlesex, VT and is open to the public. **Submit an original (clearly marked as such) and TWO (2) copies.**
- 7. **SEALED BID INSTRUCTIONS:**

All bids must be sealed and must be addressed to the State of Vermont, Purchasing and Contract Administration Division, 1078 US Route 2 - Middlesex, Drawer 33, Montpelier, VT 05633-7601. **BID ENVELOPES MUST BE CLEARLY MARKED 'SEALED BID' AND SHOW THE REQUISITION NUMBER AND/OR PROPOSAL TITLE, OPENING DATE AND NAME OF BIDDER.**

 - 7.1. All bidders are hereby notified that sealed bids must be in the office of the Vermont Purchasing and Contract Administration Division by the time of the bid opening. Bids not in possession of the Purchasing and Contract Administration Division at the time of the bid opening will not be considered, and returned to the vendor.

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- 7.2. Purchasing and Contract Administration Division may, for cause, change the date and/or time of bid openings or issue an addendum. If a change is made, the State will make a reasonable effort to inform all bidders by posting at: www.bgs.state.vt.us/pca/bids.
- 7.3. All bids will be publicly opened. Any interested party may attend bid openings. Bidders names will be the only information available at the time of the public bid opening. Bid results may be requested in writing and are available once an award has been made.
- 7.4. DELIVERY METHODS:
 - 7.4.1. U.S. MAIL: Bidders are cautioned that it is their responsibility to originate the mailing of bids in sufficient time to insure receipt by the Purchasing and Contract Administration Division prior to the time of the bid opening.
 - 7.4.2. EXPRESS DELIVERY: If bids are being sent via an express delivery service, be certain that the RFP designation is clearly shown on the outside of the delivery envelope or box.
 - 7.4.3. HAND DELIVERY: Hand carried bids shall be delivered to a representative of the Division prior to the bid opening.
 - 7.4.4. ELECTRONIC: Electronic bids will not be accepted.
 - 7.4.5. FAX BIDS: FAXed bids will not be accepted.

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www.bgs.state.vt.us/pca/bids. THE STATE WILL MAKE NO ATTEMPT TO CONTACT
VENDORS WITH UPDATED INFORMATION. IT WILL BE THE RESPONSIBILITY OF
EACH VENDOR TO PERIODICALLY CHECK THIS SITE FOR THE LATEST DETAILS.**

Offshore Outsourcing Questionnaire

Vendors must indicate whether or not any services are or will be outsourced under the terms of any agreement with the State of Vermont. Indicate N/A if not applicable.

Services:

Proposed Service to be Outsourced	Bid Total or Contract Estimate	Represents what % of total Contract Dollars	Outsourced Dollars	Outsourced Work Location (Country)	Subcontractor

If any or all of the services are or will be outsourced offshore, Vendors are required to provide a cost estimate of what the cost would be to provide the same services onshore and/or in Vermont.

Proposed Service to be Outsourced	Bid Total or Contract Estimate if provided Onshore	Bid Total or Contract Estimate if provided in Vermont	Cost Impact	Onshore Work Location	Subcontractor

Name of Bidder:

Signature of Bidder:

Date:

PURCHASING AND CONTRACT ADMINISTRATION TERMS AND CONDITIONS

1. **Entire Agreement:** This contract represents the entire agreement between the parties on the subject matter. All prior agreements, representations, statements, negotiations, and understandings shall have no effect.
2. **Statement of Rights:** The State of Vermont reserves the right to obtain clarification or additional information necessary to properly evaluate a proposal. Vendors may be asked to give a verbal presentation of their proposal after submission. Failure of vendor to respond to a request for additional information or clarification could result in rejection of that vendor's proposal. The State reserves the right to accept or reject any and all bids, in whole or in part, with or without cause; to waive technicalities in submissions, to secure a project that is deemed to be in the best interest of the State. The State also reserves the right to make purchases outside of the awarded contracts where it is deemed in the best interest of the State.
3. **Responses:** Responses must be submitted on and in accordance with forms or format provided by Purchasing and Contract Administration Division. Prices and information entered on the quote, except signature of vendor, should be typed or printed for legibility. ALL SUBMISSIONS MUST BE SIGNED.
4. **Prices:** Unless otherwise stated, prices are net and no charge for packing, shipping, or for any other purpose will be allowed over and above the price quoted. Prices quoted for printing are to include printing, binding, wrapping, and packaging. All prices are delivered F.O.B. destination, unless otherwise stated.
5. **Taxes:** Most Vermont State purchases are not subject to Federal or State sales or excise taxes and must be invoiced tax free. An exemption certificate will be furnished upon request covering taxable items. The contractor agrees to pay all Vermont Taxes which may be due as a result of this order. If taxes are to be applied to the purchase it will be so noted in the response.
6. **Order of Precedence:** The order of precedence for documentation will be the State of Vermont Standard Contract Form and attachments, the bid document and any amendments, and the vendor's response and any amendments.
7. **Substitution:** Unless otherwise stated, vendors may offer substitutes to items identified by a manufacturer's number or brand. When offering a substitution, vendor must describe any differences and provide technical information that will assist in the evaluation. After an award is made, substitutions are not acceptable unless authorized in writing by the Purchasing and Contract Administration Division.
8. **Specification Change:** Any changes or variations in the specifications must be received in writing from the Purchasing and Contract Administration Division. Verbal instructions or written instructions from any other source are not to be considered.
9. **Method of Award:** Awards will be made under the provisions of VSA Title 29 Chapter 49 § 903. The State may award one or more contracts and reserves the right to make additional awards to other vendors who submitted proposals at any time during the first year of the contract if such award is deemed to be in the best interest of the State. Preference shall be given to resident bidders of the State and products raised or manufactured in the State all other things being equal.
10. **Default:** In case of default of the contractor, the State may procure the materials or supplies from other sources and hold the contractor responsible for any excess cost occasioned thereby, provided, that if public necessity requires the use of materials or supplies not conforming to the specifications they may be accepted and payment therefore shall be made at a proper reduction in price.
11. **Cancellation:** The State specifically reserves the right to cancel the contract or any portion thereof providing, in the opinion of its Commissioner of Buildings and General Services, the services or materials supplied by the contractor are not satisfactory or consistent with the terms of the contract.

12. **Delivery:** Liability for product delivery remains with the contractor until properly delivered and signed for in accordance with the Purchasing and Contract Administration Division's terms and conditions. Shipments shall be securely and properly packed, according to accepted commercial practices, without extra charge for packing cases or other containers. Such containers to remain the property of the State unless otherwise stated. Deliveries that do not conform to the specifications or are not in good condition upon receipt shall be replaced promptly by the contractor.
13. **Invoicing:** All invoices are to be rendered by the Contractor on the vendor's standard bill-head and forwarded directly to the institution or agency ordering materials or services.
14. **Non Collusion:** The State of Vermont is conscious of and concerned about collusion. It should therefore be understood by all that in signing bid and contract documents they agree that the prices quoted have been arrived at without collusion and that no prior information concerning these prices has been received from or given to a competitive company. If there is sufficient evidence to warrant investigation of the bid/contract process by the Office of the Attorney General, all bidders should understand that this paragraph might be used as a basis for litigation.
15. **Amendments:** No changes, modifications or amendments in the terms and conditions of this contract shall be effective unless reduced to writing, numbered and signed by the duly authorized representative of the State and Contractor.
16. **Confidentiality:** The successful response will become part of the contract file and will become a matter of public record as will all other responses received. If the response includes material that is considered by the bidder to be proprietary and confidential under 1 VSA, Chapter 5, the bidder shall clearly designate the material as such, explaining why such material should be considered confidential. The bidder must identify each page or section of the response that it believes is proprietary and confidential with sufficient grounds to justify each exemption from release, including the prospective harm to the competitive position of the bidder if the identified material were to be released. Under no circumstances can the entire response or price information be marked confidential. Responses so marked may not be considered.
17. **Applicable Law:** This contract will be governed by the laws of the State of Vermont.
18. **Appropriations:** If this contract extends into more than one fiscal year of the State (July 1 to June 30), and if appropriations are insufficient to support this contract, the State may cancel at the end of the fiscal year, or otherwise upon the expiration of existing appropriation authority.
19. **No Employee Benefits For Contractor:** The contractor understands that the State will not provide any individual retirement benefits, group life insurance, group health and dental insurance, vacation or sick leave, workers compensation or other benefits or services available to State employees, nor will the state withhold any state or federal taxes except as required under applicable tax laws, which shall be determined in advance of execution of the contract. The Contractor understands that all tax returns required by the Internal Revenue Code and the State of Vermont, including, but not limited to income, withholding, sales and use, and rooms and meals, must be filed by the contractor, and information as to contract income will be provided by the State of Vermont to the Internal Revenue Service and the Vermont Department of Taxes.
20. **Independence, Liability:** The Contractor will act in an independent capacity and not as officers or employees of the State. The contractor shall indemnify, defend and hold harmless the State and its officers and employees from liability and any claims, suits, judgments, and damages arising as a result of the Contractor's acts and/or omissions in the performance of this contract.
21. **Insurance:** Before commencing work on this contract the contractor must provide certificates of insurance to show that the following minimum coverage's are in effect. It is the responsibility of the contractor to maintain current certificates of insurance on file with the state through the term of the contract.

Workers Compensation: With respect to all operations performed, the contractor shall carry workers compensation insurance in accordance with the laws of the State of Vermont.

General Liability and Property Damage: With respect to all operations performed under the contract, the contractor shall carry general liability insurance having all major divisions of coverage including, but not limited to:

Premises - Operation
Independent Contractors' Protective
Products and completed Operations
Personal Injury Liability
Contractual Liability

The Policy shall be of an occurrence form and limits shall not be less than:

\$1,000,000 Per Occurrence
\$1,000,000 General Aggregate
\$1,000,000 Products / completed products aggregate
\$50,000 Fire Legal Liability

Automotive Liability: The contractor shall carry automotive liability insurance covering all motor vehicles, no matter the ownership status, used in connection with the contract. Limits of coverage shall not be less than: **\$1,000,000** combined single limit. No warranty is made that the coverage and limits listed herein are adequate to cover and protect the interests of the contractor for the contractor's operations. These are solely minimum that have been set to protect the interests of the state.

22. **Reliance by the State on Representations:** All payments by the State under this contract will be made in reliance upon the accuracy of all prior representations by the contractor, including but not limited to bills, invoices, progress reports and other proofs of work.
23. **Records Available for Audit:** The Contractor will maintain all books, documents, payroll papers, accounting records and other evidence pertaining to costs incurred under this agreement and makes them available at reasonable times during the period of the contract and for three years thereafter for inspection by any authorized representatives of the State or Federal Government. If any litigation, claim, or audit is started before the expiration of the three-year period, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved. The State, by any authorized representative, shall have the right at all reasonable times to inspect or otherwise evaluate the work performed or being performed under this contract.
24. **Fair Employment Practices and Americans with Disabilities Act:** Contractor agrees to comply with the requirement of Title 21V.S.A. Chapter 5, Subchapter 6, relating to fair employment practices, to the full extent applicable. Contractor shall also ensure, to the full extent required by the Americans with Disabilities Act of 1990, that qualified individuals with disabilities receive equitable access to the services, programs, and activities provided by the Contractor under this contract. Contractor further agrees to include this provision in all subcontracts.
25. **Set Off:** The State may set off any sums which the Contractor owes the State against any sums due the Contractor under this contract; provided, however, that any set off of amounts due the State of Vermont as taxes shall be in accordance with the procedures more specifically provided hereinafter.
26. **Taxes Due To the State:**
 - a. Contractor understands and acknowledges responsibility, if applicable, for compliance with State tax laws, including income tax withholding for employees performing services within the State, payment of use tax on property used within the State, corporate and/or personal income tax on income earned within the State.
 - b. Contractor certifies under the pains and penalties of perjury that, as of the date the contract is signed, the Contractor is in good standing with respect to, or in full compliance with, a plan to pay any and all taxes due the State of Vermont.
 - c. Contractor understands that final payment under this contract may be withheld if the Commissioner of Taxes determines that the Contractor is not in good standing with respect to or in full compliance with a plan to pay any and all taxes due to the State of Vermont.

d. Contractor also understands the State may set off taxes (and related penalties, interest and fees) due to the State of Vermont, but only if the Contractor has failed to make an appeal within the time allowed by law, or an appeal has been taken and finally determined and the Contractor has no further legal recourse to contest the amounts due.

27. **Child Support:** (Applicable if the Contractor is a natural person, not a corporation or partnership.) Contractor states that, as of the date the contract is signed, he/she:

- a. is not under any obligation to pay child support; or
- b. is under such an obligation and is in good standing with respect to that obligation; or
- c. has agreed to a payment plan with the Vermont Office of Child Support Services and is in full compliance with that plan.

Contractor makes this statement with regard to support owed to any and all children residing in Vermont. In addition, if the Contractor is a resident of Vermont, Contractor makes this statement with regard to support owed to any and all children residing in any other state or territory of the United States.

28. **Subcontractors:** Contractor shall not assign or subcontract the performance of his agreement or any portion thereof to any other contractor without the prior written approval of the State. Contractor also agrees to include all subcontract agreements and a tax certification in accordance with paragraph 26 above.

29. **No Gifts or Gratuities:** Contractor shall not give title, or possession of anything of substantial value (including property, currency, travel and/or education programs) to any officer or employee of the State during the term of this contract.

30. **Copies:** All written reports prepared under this contract will be printed using both sides of the paper.

USE OF RECYCLED MATERIALS OR PRODUCTS REPORT

November 1, 2004

The Commissioner, in his/her discretion, may spend up to five percent more for comparable products that are made of recycled materials. If products made of recycled materials are to cost more than five percent more than comparable products, the Commissioner shall receive consent of State entities that are to use the product, before completing the order for the materials in question.

All bidders are to complete the following information in reference to each item being quoted.
Additional pages may be used if necessary.

<u>Item #</u>	<u>Brand/Manufacturer</u>	<u>% of Recycled Content</u>	<u>% Post-Consumer Content</u>
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

Name of Bidder:

Signature of Bidder:

Date:

MERCURY CONTENT CERTIFICATION FORM

February 3, 2003

MERCURY STATEMENT: The State of Vermont is committed to minimizing the amount of mercury utilized in its operations, and desires to eliminate the purchase of products that contain mercury whenever feasible alternatives exist at a reasonable cost and comparable performance. Where mercury-free alternative products do not exist, preference will be given to the purchase of products with the lowest (documented) total mercury content feasible and products that bear a mercury content warning label as required of product manufacturers under Vermont law, Executive Order #03-02.

The State of Vermont urges suppliers to continue to develop, produce, and bring to market appropriate, cost competitive, and effective mercury-free replacements.

MERCURY CONTENT CERTIFICATION

The undersigned hereby certifies that none of the items quoted in this RFQ/RFP and any contract issued as a result contain mercury except as identified below. Bidders shall also specify the amount of mercury contained in any of the products listed below. Additional pages may be used if necessary.

<u>ITEM</u>	<u>PART NUMBER</u>	<u>MERCURY CONTENT</u>
1). _____	_____	_____
2). _____	_____	_____
3). _____	_____	_____
4). _____	_____	_____
5). _____	_____	_____

Name of Bidder:

Signature of Bidder:

Date:

POLITICAL SUBDIVISION QUESTIONNAIRE

PROVISIONS FOR THE PURCHASE OF SUPPLIES, MATERIALS, AND EQUIPMENT FOR TOWNS, SCHOOLS, POLITICAL SUBDIVISIONS, AND INDEPENDENT COLLEGES¹ OF THE STATE OF VERMONT

29 V.S.A., Chapter 49, relating to the duties of the Commissioner of Buildings and General Services, Agency of Administration, authorizes the Purchasing and Contract Administration Division to provide central procurement service to the political subdivisions and the independent colleges of the State.

The Purchasing and Contract Administration Division keeps a current file of the contracts that are available to the political subdivisions and colleges. We are continually interested in expanding this file and would appreciate a positive response to the following questions:

1. Will you furnish the requirements of the political subdivisions of the State of Vermont at the same prices, terms and conditions as you quoted in this response? Yes _____ No _____
2. Will you furnish the requirements of the independent colleges of the State of Vermont at the same prices, terms and conditions as you quoted in this response? Yes _____ No _____
3. If no, kindly outline below the prices, terms, and conditions under which you will agree to supply these needs.

It should be noted, if you agree to furnish the political subdivisions or colleges, all such items furnished will be billed directly to and paid for by the political subdivision or college and neither the State of Vermont, nor its Commissioner of Buildings and General Services, personally or officially assumes any responsibility.

RESPONSE TITLE:

FIRM NAME:

DATE:

BY:

¹Independent Colleges are "any institution of higher education chartered in VT and accredited or holding a certificate of approval from the State Board of Education."

PURCHASING CARD QUESTIONNAIRE

Vendors are required to respond to the following questions.

1. Do you currently accept Visa?

Yes _____ No _____

2. Would you accept the Visa Purchasing Card as a form of payment?

Yes _____ No _____

3. Would any additional discount be offered for use of the Card as payment? If so, What?

Yes _____ No _____ If Yes, What: _____

STATE OF VERMONT
DEPARTMENT OF BUILDINGS AND GENERAL SERVICES
PURCHASING AND CONTRACT ADMINISTRATION DIVISION
1078 US ROUTE 2-MIDDLESEX
DRAWER 33-MONTPELIER VT 05633-7601

<http://www.bgs.state.vt.us/PCA/epp/index.htm>

**SPECIFICATIONS and REQUIREMENTS
ENVIRONMENTALLY PREFERABLE CLEANING PRODUCTS**

November 30,2005

The State of Vermont uses a variety of environmentally preferable (EP) custodial cleaning and maintenance products in state buildings. Products used in state buildings will:

- 1) Reduce health and environmental concerns known to be associated with the use of some cleaning chemicals;
- 2) Perform as well as or better than traditional cleaning chemical products formulated for the same category of use;
- 3) Be provided by contractor who will support the State of Vermont's goals and policies relating to environmentally preferable purchasing (EPP)
<http://www.bgs.state.vt.us/PCA/epp/links.htm>.

Categories of Products included in this RFP:

Section A-

1. General-purpose cleaners
2. Bathroom cleaners
3. Glass cleaners
4. Carpet cleaners

Section B-

5. Floor care products-Strippers
& finishes
6. Other Floor Maintenance
7. Disinfectants/Sanitizers
8. Degreaser

9. Heavy-duty cleaners
10. Furniture polish
11. Metal polish/cleaners
12. Enzymatic cleaners
13. Graffiti removers
14. Air fresheners/deodorizers
15. Hand soaps

It is desirable that bidders are able to provide products that meet criteria for all categories in Section A, and for as many additional categories under Section B as possible.

State of Vermont Environmental Health and Safety Criteria

For Custodial Cleaning Products

Critical Product Exclusion Criteria: ALL products offered for use in response to this RFP must meet mandatory specifications for health, safety and environmentally responsible cleaning products for use within state facilities. Failure of a product to meet any of the criteria listed below, or failure to submit acceptable verification that a product meets these criteria, may lead to the automatic rejection of the bid. All answers should pertain to the product in its diluted or ready-to-use state.

- **No Persistent, Bioaccumulative And Toxic Chemicals. NOTE:** biocides in disinfectants are exempt from this criterion.

The State of Vermont believes that these chemicals are no longer required in most cleaning products and wishes to protect human health and the environment by minimizing use of such chemicals.

§ No ingredient shall be on EPA's Superfund Amendments and Re-authorization Act (SARA) Title III, Section 313 list of toxic release inventory chemicals.

AND

§ Additionally, no product shall contain alkylphenol ethoxylates (APE's) above trace amounts. The State recognizes that the breakdown products of APE's bioaccumulate in the environment. Further, there is potential danger to wildlife and humans when hormonal mimics like APE's are released into the environment.

SEE APPENDIX A – Partial List of Alkylphenol Ethoxylates

- **No Carcinogens, Mutagens And Teratogens**

No ingredient shall be classified as a known or probable carcinogen, mutagen, or teratogen on any of the following lists:

§ Latest edition of the Annual Report on Carcinogens, National Toxicology Program (NTP)

§ International Agency for Research on Cancer (IARC), Group 1, 2A or 2B

§ Occupational Safety and Health Administration (OSHA) regulated carcinogens

AND

Additional restricted substances that are highly toxic and/or suspected carcinogens that shall not be present in a product beyond trace amounts are:

§ paradichlorobenzene, CAS 106-46-7

§ 1, 4-dioxane, CAS 123-91-1

§ sodium hypochlorite, CAS 7681-52-9

§ nitrilotriacetic acid (NTA), CAS 139-13-9

§ sodium ethylenediamine tetraacetic acid (sodium EDTA), CAS 60-00-4

Known or probable carcinogens, mutagens, or teratogens can be found on any of the following lists:

· National Toxicology Program (NTP), Latest edition, Annual Report on Carcinogens
Known Human Carcinogens: <http://ntp.niehs.nih.gov/ntp/roc/eleventh/known.pdf>

Reasonably Anticipated to be Human Carcinogens:
<http://ntp.niehs.nih.gov/ntp/roc/eleventh/reason.pdf>

· International Agency for Research on Cancer (IARC), Group 1, 2A or 2B
<http://www-cie.iarc.fr/monoeval/grlist.html> (Go to: Complete list of agents, mixtures and exposures evaluated and their classification)

· Occupational Safety and Health Administration (OSHA)
<http://www.osha.gov/5LTC/carcinogens/standards.html>

· American Conference of Governmental Industrial Hygienists (ACGIH)
<http://www.acgih.org/> Most recent publication: "Threshold Limit Values for Chemical Substances and Physical Agents at Biological Exposure Indices"

- **No Ozone-Depleting Compounds**

No products shall contain ozone-depleting compounds as identified by the Montreal Protocol.

See 1997 Update of the Handbook for the International Treaties for the Protection of the Ozone Layer

<http://www.unep.ch/ozone/pdf/Montreal-Protocol2000.pdf>

- **Low Volatile Organic Compounds (VOC's)**

No product shall contain VOC's in a concentration that is equal to or exceeds 5 % of the weight of the product.

Examples of VOC's include: benzene, carbon tetrachloride, chlorobenzene, methyl ethyl ketone, and trichloroethylene.

VOC content can be tested using Test Method 24 or 24A, 40 CFR Part 60, Appendix A.

- **No Hazardous Waste Characteristics**

No product, rendered unusable due to circumstances such as expired shelf life or as cleanup from a spill, shall contain compounds that would result in their designation as a hazardous waste as defined in the State of Vermont Hazardous Waste Management

Regulations, Subchapter 2, section 7-201 to 7-215. Criteria included in this designation include:

- § Inclusion of discarded chemical product list or dangerous waste source list
- § Ignitability: flashpoint less than 140 degrees F
- § Corrosivity: pH of less than 2.0 or greater than or equal to 12.5
- § Reactivity: eight properties that make a chemical likely to cause an explosive or sudden toxic danger
- § Toxicity: Fails the Toxic Characteristic Leaching Procedure
- § Wastes specifically designated for control: Vermont listed hazardous wastes

See the State of Vermont Hazardous Waste Regulations:
<http://www.anr.state.vt.us/dec/wastediv/rcra/regs.htm>

- **No Phosphate or Phosphonates**

As required by Vermont State Title 10 § 1381, no household cleansing products may be distributed, sold, offered, or exposed for sale at retail, after 1 April 1978 that contain elemental phosphorous in concentrations in excess of a trace quantity (not greater than 0.5%).

- **No Combination Cleaner-Disinfectants**

The State of Vermont believes that combination cleaner-disinfectant products result in the over-use of highly toxic disinfectants. Therefore, no product shall be combination cleaner-disinfectant product (no combination cleaner-disinfectant products containing a biocide requiring EPA registration as a pesticide).

Categories Sections A and B must meet all the Critical Product Exclusion Criteria (above).

Desirable product criteria: The following product criteria are intended to further define for the purpose of this RFP, and assist state purchasing and environmental health and safety personnel to better select safer and more environmentally sound cleaning chemicals.

- **Vapor pressure** of the most volatile product constituent, present in the material at a concentration by weight of 5 % or more, is less than 17.5 mmHg at 20 degrees Celsius. If this is provided as a powder, reference its final formulation or mixed state.
- **Inhalation Toxicity:** The inhalation lethal concentration LC50 in parts per million (PPM), 4 hr. inhalation, rat, for the most toxic single compound present in the product that is required to be listed in section II of the MSDS is greater than 20 mg/L.
- **Ingestion Toxicity:** The oral lethal dose LD50 (mg/kg) single oral dose, rat, for the most toxic single compound present in the product that is required to be listed in section II of the MSDS is greater than 2000.
- The **pH** of the material as contained on the MSDS is not corrosive to skin and eyes—most desirable pH between 5 and 9. If this is a concentrate, with no pH until mixed

with water, use the final pH of the mixture based upon the manufacturers recommended formulation.

- **Skin Absorption:** None of the materials listed in section II of the MSDS have been designated with a "S" or "Skin" notation.
- **Combustible Liquid:** Product is not a combustible liquid or flashpoint is >200 degrees F (does not meet the OSHA criteria for combustible liquid, reference 29 CFR 1910.106 definitions).
- **Bio-based:** Concentrated product is not formulated with a petroleum ingredient.
- **Petroleum Containing Products:** 5% or more by volume is "oily waste" and is regulated by State of Vermont Hazardous Waste Rules.
- **Fragrances & Dyes:** The product contains no petrochemical based fragrances and no synthetic dyes, and those materials meet the Food and Drug Administration definition of "Food Grade".
- **Biodegradability:** Each organic ingredient in this product meets the Organization for Economic Development definition of "readily biodegradable". Reference approved tests by the OECD or U.S. EPA. Note: for disinfectants, the biocide is exempt from this test.
- **Aquatic Toxicity** or Fish Bioconcentration Factor (BCF): Not toxic to aquatic life. An EC50 for Daphnia, fish, or algae is >100mg/L.
- **Renewable resource:** 25% or more of the product is obtained from a renewable resource.

The following documentation will assist in evaluation and award and may be acceptable proof of meeting basic EP criteria, providing evidence is documented at time of bid:

EP DOCUMENTATION: The following documentation must be enclosed with the Response to RFP as it pertains to product offering and bidder is stating product meets stated health, safety & environmental criteria

- Green Seal Certification (GS-37) for Industrial and Institutional Cleaners
<http://www.greenseal.org/standards/gs37.pdf>
OR
- Green Seal Certification (GS-40) for Industrial and Institutional Floor-Care Products
<http://www.greenseal.org/standards/gs40.pdf>
OR
- Evidence that the product has met or appears to meet all of the environmentally preferable cleaning product criteria and is included in the list of Approved Products by The Center for New American Dream (CNAD) Institutional Purchasing Program's Cleaning Product Work Group
<http://www.newdream.org/procure/products/approved.php>
OR
- Independent laboratory (third party lab test) results and certification that product meets or exceeds the environmental criteria of:
 - Green Seal GS-37 Standard for Industrial and Institutional Cleaners OR

- Green Seal GS-40 Standard for Industrial and Institutional Floor-Care Products OR
- Center for New American Dream Consensus-Based Green Cleaning Criteria OR
- State of Vermont Environmental Health and Safety Criteria for Custodial Products (as contained in this document)
<http://www.greenseal.org/standards/gs37.pdf> ,
<http://www.greenseal.org/standards/gs40.pdf> ,
<http://www.newdream.org/procure/products/approved.php>

OR

- Proof of ranking for **graffiti** removal products by CNAD
<http://www.newdream.org/procure/Graffiti.pdf>

OR

- State of Vermont MPAT completed by manufacturer as proof of meeting VT ESOH Criteria plus full-disclosure Material Safety Data Sheet (MSDS)
<http://www.bgs.state.vt.us/pca/pdf/mpat.xls>
<http://www.bgs.state.vt.us/pca/enviro.htm> (as updated in this document)

Categories Section B- Where standards may not exist or custodians may require products where formulations may not meet all Desirable EP criteria, the state will consider alternative products that have a lesser or reduced effect on human health and the environment when compared with competing products offered for the same purpose. Documentation provided by bidder must define the product and use, and include MSDS and Product Technical Specifications. Section B categories of products must meet Critical Product Exclusion Criteria. The State of Vermont Buildings and General Services Department has final determination in acceptance of products and award for contract.

Additional desirable EP criteria:

Bio-based vs. petrochemical composition: It is preferred that products offered not contain petrochemicals. When possible, only naturally-occurring, renewable ingredients, such as grains, vegetable oils, sugar cane juices, and corn and soy based esters and alcohols should be used to replace petroleum based solvents.

Fragrances: It is preferred that products offered contain no fragrance. If products offered contain fragrance, it is desirable that the fragrance be bio-based, and shall be identified in manufacturer's material safety data sheets (MSDS).

Dyes: Dyes and coloring, when used, shall be food grade.

Asthmagens and Respiratory Irritants: It is desirable that products do not contain ingredients known to cause respiratory irritation or asthma. Bidders must provide information about products that contain ingredients that may be asthma-causing agents. A resource for asthmagens is available at the Association of Occupational and Environmental Clinics (AOEC) website - <http://www.aoec.org/aoeccode.htm> or email judith.jamieson@state.vt.us for Excel reference list named "asthmagen update 9-30-05 AOEC".

Product delivery components: It is desirable that items offered related to the use of proposed products (such as pads, etc.), have recycled content, be biodegradable, be recyclable, or other redeeming qualities that may outweigh the negatives of throwaway items. Ergonomics relating to employee safety, health and ease of use relating to products offered will be considered.

Packaging: Additional consideration may include efforts for reduced packaging, recycled content, and recyclable containers. It is desirable that bottles, jugs, pails, etc. should contain post/pre-consumer recycled content; that labels be printed using vegetable-based inks or be printed on removable sleeves; that cartons be made from pre/post-consumer recycled product cardboard. It is desirable that bidder include information on recycled content, efforts to reduce packaging, and possible collection and return of packaging to vendor/manufacturer.

ADDITIONAL REQUIREMENTS:

Concentrates: Products offered must be concentrated, unless for use where concentrated product is not available or feasible. Concentrated products shall be for use diluted with cold water only. It is preferable that, where possible, concentrates should be used to reduce packaging, transportation and related costs to use. Dilution rates must be stated, along with cost, container size, and cost-per-usable –quart must be included in proposal. Dilution rates will be monitored and adhered to after award.

Aerosol containers: Aerosol containers are not allowed for any product.

Dispensers and containers: Consideration of health and safety of staff by limiting exposure of custodians to cleaning products shall be a part of product, dispenser and container analysis. Containers and dispensers shall reduce worker risk from exposure to chemicals. It is required that dispensers control dilution rate of chemicals, and it is desirable that they be tamper-proof. It is desirable that dispensers prevent backflow and guarantee dilution rate. Contractor is responsible for periodically checking dispenser dilution ratio and condition.

Dispensers must be provided free of additional charge to those purchasing product. Dispensers will be on loan, and vendor will pick up dispensers at end of use.

Labeling: The manufacturer's label must state: recommended dilution rate, cold water dilution recommendation, safety (personal protective equipment) information, usage instructions, and disposal instructions. It is desirable that the label be: color-coded as to use, multi-lingual (preferable English/Spanish or English/French), illustrated with symbols or other to assist non-English or illiterate staff, printed on recycle-content label.

Contractor support, training, service and technical advice: It is a requirement that bidders awarded contracts resulting from this RFP exhibit their ongoing ability to have staff available within the state of Vermont to service, train and offer technical advice and support to buildings staff.

Ongoing contractor commitment to health, safety and environmental criteria: Bidder must exhibit support for ongoing Health, Safety and Environmental concerns relating to the intention of this RFP. Training and training materials must be available for correct use of products offered and for dispensing equipment, and at no additional charge to the state or political subdivision. This shall include but is not limited to: dispensing equipment, dilution, use of product for purpose intended, method for correctly using product, and safety recommendations. This support shall include on-site training (one-on-one or small group), and customer support must be available via telephone with prompt response (within one-hour).

Criteria for product performance/on-site testing: Bidders must be willing and able to provide product, dispensers, training and service for up to a one-month free trial in several state buildings prior to award. It is anticipated that this will include approximately four SOV buildings plus two public schools. Products submitted for consideration in response to this RFP, when diluted at recommended dilution rate with cold water, and used as recommended by manufacturer, must perform the cleaning task for which proposed equally as effectively, if not better, than those products currently used for the task. Products and bidders that do not perform to the satisfaction of custodians will be eliminated from award consideration.

Environmental and health business initiatives: It is desirable for bidders to provide evidence of environmental initiatives and efforts within their business operations to protect or reduce harm to the environment and promote health and safety criteria within their company. Include a description of efforts and commitment.

Submission of bid: One Bidder Response Cover Sheet should be on top of bid package submitted. Staple together for each product: the completed Category/Product Summary Form on top, followed by the certification or documentation of meeting Green Seal or other critical criteria, MSDS, product information sheet. Additional specific product information may be stapled at back. Include the additional required and desirable backup information.

It is preferred that copies be duplexed and paper has recycled content (preferably post-consumer and processed chlorine-free). Any report covers shall be of recyclable material or minimal. Plastic covers or dividers should not be used.

PROOF REMAINS WITH THE BIDDER: It is the responsibility of the bidder to include complete and verifiable proof that products offered in response to this Request for Proposal (RFP) meet or exceed the criteria and requirements of this RFP. Incomplete responses or bids lacking or misrepresenting any aspect of the RFP may not be considered for award.

MSDS: It is desirable to submit a full-disclosure (no proprietary ingredients, % of ingredients to race amounts) Material Safety Data Sheet (MSDS) for all products offered.

DEFINITIONS and category specific criteria: Products offered for this proposal must also meet State of Vermont Environmental Health and Safety Criteria for Custodial Cleaning Products.

Air fresheners/deodorizers: May include products for deodorizing or freshening the air, and may include, but are not limited to, non-aerosol sprays or wicking-type products. Aerosols will NOT be considered. Preference is for natural flow circulation rather than use of batteries.

Bathroom cleaners: Includes products used to clean bathroom's hard surfaces (such as counters, sinks, toilets, showers, tile, but does not include products specifically intended for cleaning toilets). May NOT be a cleaner-disinfectant/sanitizer combination. VOC preference is for less than 1% by weight.

Bowl cleaners, non-acid: Used for removing stains, scale and rust from toilets and urinals. Agriculture derived acid may be considered.

Carpet cleaners: Products used for cleaning of carpets or textile-type floor coverings, and will specify intended use. Shall NOT include carpet spot cleaners. VOC preference is for less than 1% by weight.

Concentrates for dispensing systems: Products that must be diluted with at minimum eight (8) parts cold water prior to intended use, and are made to be used in dispensing systems that cannot be easily bypassed by users.

Degreasers: Products for dissolving and removing grease, oil and other oil-based stains and residue. May include automotive or other metals.

Disinfectants: Any product used to eliminate bacteria, fungi and viruses. Biocide is exempt from biodegradability criteria. VOC preference is for less than 1% by weight.

Enzymatic cleaners: Products that contain proteolytic enzymes, such as protease, lipase, amylase that breakdown protein, lipids, and carbohydrates at lower water temperatures (<140 degrees F).

Floor strippers: Products intended for removing floor finishes by breaking-down polymers and/or dissolving the finish (wax or polish). It is desirable that stripping and recoating be kept to a minimum.

Floor finish: Any products used for polishing or protecting solid floor surfaces by leaving a protective coating that is designed to be removed and recoated periodically. All floor care products should not contain zinc or other heavy metals, and if they do, it must be clearly stated.

Full disclosure MSDS: Material Safety Data Sheet with no proprietary ingredients, and gives percentages of all ingredients down to trace amounts.

Furniture polish: a polish, wax or other product to be used for polishing, protecting, or cleaning wood surfaces (NOT floors).

General-purpose cleaners: Includes products used for routine cleaning of hard surfaces, including flooring. May NOT be a cleaner-disinfectant/sanitizer combination. VOC preference is for less than 1% by weight.

Glass cleaners: Products used to clean windows and glass. May NOT be a cleaner-disinfectant/sanitizer combination. VOC preference is for less than 3% by weight.

Hand soaps: Must NOT be anti-microbial and should be biobased. It is desirable that product have a pH between 6 and 8.5, and be a foam soap. Dispensers provided and installed at no additional charge. VOC preference is for less than 1% by weight.

Ingredient: A constituent of a product that comprises a minimum of 0.01% by weight of the product.

Metal polish/cleaner: Any chemical products designed to clean and improve the appearance of finished metal types of surfaces.

Sanitizers: Any products used for reducing, but not necessarily eliminating, microorganisms to safe levels according to public health regulations. VOC preference is for less than 1% by weight.

Urinal deodorant blocks: Shall not contain paradichlorobenzene or ammonium quaternary compounds, and it is desirable that screen not be made of polyvinyl chloride (PVC).

Appendix A

Partial List of Alkylphenol Ethoxylates

This list provides examples of alkylphenol ethoxylates (APEs), however it should not be considered a comprehensive list of all APEs. The manufacturer is responsible for ensuring that the ingredients in their product does not contain any APEs.

<u>CAS Number</u>	Chemical Name (s)
104-35-08	4-Nonylphenoxy ethanol
2315-61-9	p-Octylphenol diethoxylate
2315-62-0	p-Octylphenol ethoxylate
2315-63-1	p-Octylphenol ethoxylate
2315-64-2	p-Octylphenol ethoxylate
2315-67-5	2-(4-1,1,3,3-tetramethylbutyl)phenoxy) ethanol
9002-93-1	p-tert-octylphenoxypolyethoxyethanol
9014-92-0	Dodecylphenol ethoxylates
9016-45-9	Nonylphenol polyethylene oxide
9036-19-5	Octylphenoxypoly (ethoxyethanol)
26027-38-3	Nonoxynol-9
27986-36-3	Nonylphenol monoethoxylate nonylphenoxyglycol (nonylphenoxy)ethanol
68412-54-4	C9 Branched alkylphenol ethoxylate
68987-90-6	C8 Branched alkylphenol ethoxylate

STATE OF VERMONT
DEPARTMENT OF BUILDINGS AND GENERAL SERVICES
PURCHASING AND CONTRACT ADMINISTRATION DIVISION
1078 US ROUTE 2-MIDDLESEX
DRAWER 33-MONTPELIER VT 05633-7601

<http://www.bgs.state.vt.us/PCA/epp/index.htm>

BIDDER RESPONSE COVER SHEET

Bidder (company): _____

Contact name regarding this bid: _____

Address: _____

City _____ State _____ Zip code _____

Phone _____ Fax _____

Email _____

Representative(s) responsible for service, technical assistance and training for Vermont accounts:

Name(s) _____

Location _____

Phone: _____ fax: _____ cell: _____

Email: _____

Physical address city/state of residence): _____

Availability/frequency to call on State of Vermont user locations (statewide) _____

Indicate with a check mark the **categories** that are included in this bidder response:

- ☐ General purpose cleaners
- ☐ Bathroom cleaners
- ☐ Glass cleaners
- ☐ Carpet cleaners
- ☐ Floor care products-Finishes and compatible strippers
- ☐ Other floor maintenance (carpet spotters, bonnet cleaners, spray buffers, wood floor cleaner, marble & grout cleaners)
- ☐ Disinfectants/Sanitizers
- ☐ Degreaser
- ☐ Heavy-duty cleaner (may include cream cleanser, etc.)

- ☐ Furniture polish
- ☐ Metal polish/cleaner (stainless steel polish)
- ☐ Enzymatic cleaner
- ☐ Graffiti remover
- ☐ Air freshener/ deodorizers (may include urinal deodorant blocks)
- ☐ Hand soap

1. Are you willing to provide a free 30-day trial of products, dispensers and support staff prior to award to approximately six (6) testing locations if your product(s) offered are selected for the efficacy-testing phase of evaluation?

YES

NO

2. If you are awarded a contract, are you willing to provide a free 30-day trial of products, dispensers and support staff to Vermont public schools? (This would be at the request of individual schools, on a case-by case basis, to help promote the use of less toxic and safer cleaning chemicals in Vermont schools.)

YES

NO

Provide information below and/or on additional page-
Background and Experience:

References (minimum of 3):

Bidder signature: _____ date _____

STATE OF VERMONT

CATEGORY/PRODUCT SUMMARY FORM
EP CUSTODIAL CLEANING PRODUCTS

Bidder must complete **one form for each category and each product** for which a bid response is submitted. Information and documentation must be complete. Bidder may reproduce form.

Bidder must attach a product Material Data Safety Sheet (MSDS) to this form. A full-disclosure MSDS is desirable. Bidder must supply supporting documentation (such as Green Seal Certification, Third-party certification, proof of listed with Center for New American Dream, etc.) with this form to substantiate EP claims, along with product information specification sheets. It is the responsibility of the bidder to provide information at time of bid opening to support all claims that specifications of this RFP are met. Failure to provide adequate back up information may result in disqualification of bid.

Product Information

1. Category/Specific Use _____
2. Product name _____
3. Product # (code) _____
4. Manufacturer _____

Is product (check box if **YES** and provide evidence)?

- ☐ Green Seal Certified (GS-37 or GS- 40)
- ☐ Certified by third-party
- ☐ Listed by Center for New American Dream
- ☐ Meets **all** Vermont ESOH **Critical Product Exclusion Criteria**? (REQUIRED)
- ☐ Meets **all** Vermont **Desirable Criteria**?

Check below for each criterion **met**. Enter product specific information on line.
(See detail for criteria under Desirable Criteria section)

- ☐ Vapor pressure (<17.5 mmHg) _____
- ☐ Inhalation toxicity (LC50, >20 mg/L) _____
- ☐ Ingestion toxicity (LD50, >2000) _____
- ☐ PH (between 5 and 9) _____
- ☐ Skin absorption (yes or no) _____
- ☐ Combustible liquid (flashpoint <200 degrees F) _____
- ☐ Petroleum contained (>5% by volume is hazardous waste) _____

Bidder: _____

date: _____

- Readily biodegradable (yes or no) _____
- Aquatic toxicity (EC50 >100 mg.L) _____
- Renewable resource (25% or more) _____
- VOC level (<5%) _____
- ☐ Is product bio-based (contains no petrochemicals)?
- ☐ Is product scented?
 - Petroleum-based fragrance?
 - Essential oil based fragrance?
 - If no scent, check here.
- ☐ Does product contain dyes?
 - Only food grade dyes
- ☐ Does product contain any known or suspected asthmagens? If yes, name

- ☐ Other - Additional comment on this product relating to health and environmental safety, and the requirements of this RFP. May attach an additional page(s).

Provide the information below, to include: packaging, unit of measure, dilution, quote for this RFP, and cost per usable quart at use dilution. Additional rows may be used for additional packaging options, if available/offered.

Case quantity	Unit size	Recommended dilution rate	Ounce per quart dilution rate	Case cost	Cost per usable quart

EXAMPLE ONLY:

2	1.25 gal	1 to 64	0.5	\$0.00	\$0.00
2	1.25 gal	1 to 8	4	\$0.00	\$0.00

Bidder Information:

1. Company _____
2. Contact name _____
3. Email address _____
4. Phone number _____

Manufacturer information: Provide Chemist contact information as an additional resource if needed.

1. Company _____
2. Contact name _____
3. Email address _____
4. Phone number _____

Bidder: _____

date: _____

STATE OF VERMONT

CATEGORY/PRODUCT SUMMARY FORM
EP CUSTODIAL CLEANING PRODUCTS

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Bidder: _____

date: _____

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Bidder Information:

1. Company _____
2. Contact name _____
3. Email address _____
4. Phone number _____

Manufacturer information: Provide Chemist contact information as an additional resource if needed.

1. Company _____
2. Contact name _____
3. Email address _____
4. Phone number _____

Bidder: _____

date: _____